

REMARKS

Claims 31, 32, 34 – 40, 53, 54, and 53 – 63 are currently pending, and the final Office Action mailed April 23, 2009 rejected all claims. Specifically, Claim 31 was rejected under 35 U.S.C. § 112. Claims 31, 53, 54 and 56-62 have been rejected as being directed to non-statutory subject matter. In addition, Claims 53, 54, 56-59 and 61-63 were rejected under 35 USC § 102(e) as being anticipated by Suzuki et al. (2003/0078833). Claims 31, 32, 34-37 39 and 40 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Suzuki alone. Claims 38 and 60 were rejected under 35 USC § 103(a) as being unpatentable over Suzuki et al in view of Official Notice.

In response, the Applicant has amended Claim 31 to overcome both the 112 and 101 rejections. Specifically, the term “retrieving means for...” has been amended. In addition, the claim has been amended to recite a system, including specific terminal devices and a network. As such, it is believed that Claim 31 is properly directed to statutory matter. Moreover, the Applicant respectfully traverses the assertion that software, *per se*, is not patentable subject matter. This is contrary to prior case law, and the Applicant notes that the *In re Bilski* decision has been appealed to the U.S. Supreme Court (as discussed below).

With respect to the rejection of Claims 53, 54 and 56 – 62, the Applicant respectfully traverses the rejection of these method claims under 35 U.S.C. § 101. First, the Applicant notes that the *In re Bilski* case is currently before the U.S. Supreme Court, and as such it is far from clear that the Patent Office’s position on the law is correct. The State Street Bank decision specifically overturned any prior precedent denying patentability to method claims of this type. Specifically, the U.S. Congress expressly recognized such claims with the passage of 35 U.S.C. § 273(a)(3) in which “the term ‘method’ means a method doing or conducting business.” Moreover, these specific claims recite such specific elements of operation on computers connected via a network, as to make the claims clearly statutory, since the computers perform specific acts which provide a useful result.

In addition, the Applicant respectfully traverses the assertions made in paragraph 13 of the Office Action. The limitation “formulating messages by a salesperson side message interface by said administrator terminal device” is clearly performed by a software interface and not a human.

With respect to the arguments made in paragraph 14 of the Office Action, the steps of reading out, transmitting and displaying, are not “merely post solution activities” or “extra-solution activity,” but part of the overall process. The Examiner has failed to support the assertion that these steps are “post solution activities” or “extra solution activity.” The Applicant notes that the “reading out” limitation is the first limitation listed in Claim 53 – what “solution” has occurred at this point, so that the limitation can be considered “post solution”? What is the solution that this limitation could be considered “extra solution activity”?

For at least the reasons, argued above, Claims 53, 54 and 56 – 62 are allowable in view of 35 U.S.C. § 101. The Applicant expressly reserves the right to supplement and/or amend its position on these claims, based on the outcome of the Supreme Court’s decision in the *In re Bilski* case.

According the apparatus and method of the present claims, messages are transmitted to the customers by the company manager, instead of the salesperson directly in charge of the customers. As described in detail below, the specific claim limitations of the present invention are not disclosed or reasonably suggested by Suzuki.

With respect to independent Claim 31, Suzuki fails to disclose “at least one of said company databases is controlled by a service provider; at least one of the salesperson tables of the company database of said service provider is correlated with the totality of customer tables correlated with the salesperson tables of the totality of said company databases, inclusive of said company database of said system provider, by said selection registration table” as claimed. The Applicant has amended “owned” to “controlled” to address the Examiner’s concern that “owned by” is non-functional descriptive language.

The Office Action in paragraph 27 now appears to rely on para. 0061 of Suzuki as teaching this limitation by “associating the client table with the MR table.” However, this section still does not meet this limitation, as the claim specifically requires that “at least one of the salesperson tables of the company database of said service provider is

correlated with the totality of customer tables correlated with the salesperson tables of the totality of said company databases.” Nothing in Suzuki teaches that the at least one salesperson table is correlated with the “totality of customer tables.” The description of Suzuki fails to describe that one of the company databases is controlled (owned by) a service provider, and that a company database is assigned to a customer of the service provider (i.e. a pharmaceutical manufacturing company).

Furthermore, with respect to Claims 31, 53 and 63, Suzuki fails to disclose an “approval signal” as claimed, and more particularly the limitation that after receiving the acknowledge signal, transmitting the messages to the customer extracted by the company manager, under the preset receiving conditions from the customer tables of their own company, instead of salespersons directly in charge of the customers, and to the salespersons terminal devices correlated with the customers.

The Office Action has failed to specifically state what in Suzuki corresponds to the present “approval signal” (as taught in the present application in para. [0221] in the published application, and FIG. 10). See for example:

When this approval button 125a is clicked by the healthcare individual, as a user, the healthcare individual, who received the message transmission, has approved the pharmaceutical manufacturing company which requested the message transmission by the user terminal device 4. Thus, the user terminal device 4 sends an approval signal of the MR of the main office to the assisting server device 1. The assisting server device 1, which has received the approval signal over the customer side message interface, correlates the healthcare individual, which has transmitted the approval signal, to the MR of the main office of the pharmaceutical manufacturing company, as an advertiser. The assisting server device 1 then generates the selective registration table 314 so that subsequently the healthcare individual becomes the customer of the pharmaceutical manufacturing company. Hence, the pharmaceutical manufacturing company, as an advertiser, may launch advertisements to increase the number of the customers of the present system, without sending the MR to the premises of the healthcare people. [para. 0221]

There is no description in Suzuki of transmitting the messages to the customer extracted by the company manager, after receipt of the approval signal. This is quite specific, and is clearly not taught or suggested by the cited prior art. The Examiner’s Response to Arguments seems to equate the prior term “acknowledge message” with any message in

Suzuki. However, the claims as amended clearly define an “approval signal” which as taught by the present application, is not the same as any transmission/message.

The Examiner now appears to rely on Para. 0058 of Suzuki as equating the code registration with the “approval signal” of the present invention. Para. 0058 of Suzuki discloses:

[0058] On the other hand, an MR who wants to use the MR support system in his/her sales activity to people engaged in medical services notifies the people engaged in medical services of the service code of his/her company, thereby inviting them to use the MR support system. When informing a person engaged in medical service of the service code, the MR also informs the person of an MRID, which is an identifying data on the MR. As the person engaged in medical service registers the MRID with the MR support system in order to approve of said MR, it becomes possible that the person engaged in medical service receives messages from the MR and transmits messages to the MR. It is to be noted that the MRID is stored in the database 2 in a manner that the MRID is associated with attribute data on the MR.

First, it is noted that there is absolutely no disclosure in Suzuki of an “approval signal.” As understood by Applicant, the Suzuki systems apparently requires that the MR “notifies” medical service personnel of a service code. While it is not clear from the Suzuki specification, it seems that this notification occurs by word of mouth and/or by written literature such as a pamphlet or brochure. Regardless, it cannot be shown that Suzuki discloses the approval signal of the present claims.

With respect to amended Claims 31, 53 and 63, the Suzuki reference also fails to teach “wherein said salesperson side message interface formats the display so that the messages transmitted/ received by said salespersons, directly in charge of said customers, of said salesperson tables that are different than those belonging to said company managers, can be distinguished by said salesperson terminal devices from the messages transmitted/ received by said company managers.” Thus, the display informs the salesperson that the message was transmitted from the company manager.

In paragraph 29, the Office Action argues that paras. 0073 and 0115-0116, and Fig. 17, Item 186 teach this limitation. However, this limitation clearly requires that the interface “formats” that display so that the messages transmitted/received by the salespersons appear differently on the screen from the messages sent/received by the company managers. This is not the same an email “history” or email address showing

who sent various emails. The display itself needs to be formatted in such a way as to distinguish these two different types of messages.

The display of Suzuki does not appear to make any distinction between the messages transmitted/received from the salespersons and the messages transmitted/received from the company managers. According to the present invention, the salesperson terminal devices can distinguish between these two types of messages.

Claim 31 further includes the limitation of “a retrieving module to retrieve the customer table correlated with said salesperson table by said selection registration table.” Similarly, Claims 53 and 63 include the limitation “transmitting the message over the network to ...to customer terminal devices of customer tables extracted according to preset retrieving conditions.” These limitations find support in the present specification as paragraphs [0117] and [0118]. According to the present invention, it is possible to retrieve and extract the customer under preset conditions from among a plurality of customers using the retrieving means. Suzuki does not teach or suggest such a system.

Thus, it is now believed that the present claims are in condition for allowance. If the Examiner believes that a telephone conference would expedite the prosecution of this case, the Examiner is requested to contact the undersigned attorney at the below-listed number.

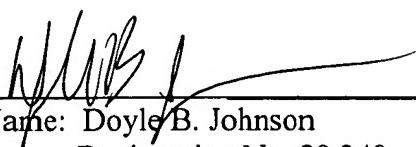
The Commissioner is hereby authorized to charge any fees (or credit any overpayment) associated with this communication and which may be required under 37 CFR §1.78 to Deposit Account No. 50-2603, **referencing Attorney Docket No. 352738.00800**. A duplicate sheet is attached.

Respectfully submitted,

REED SMITH LLP

Dated: July 23, 2009

By: _____


Name: Doyle B. Johnson
Registration No. 39,240
Attorneys for Applicants

Two Embarcadero Center, Suite 2000
P.O. Box 7936
San Francisco, CA 94120-7936
Direct Dial (415) 659-5911
(415) 543-8700 Telephone
(415) 391-8269 Facsimile